Exhibit 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARCHIE COMIC PUBLICATIONS, INC., Plaintiff, vs. KENNETH W. PENDERS, II, *a/k/a* KEN PENDERS Defendant.	Case No.: 10-CV-8858 (RMB) Judge: Hon. Richard M. Berman **AFFIDAVIT OF EDWARD SPALLONE IN SUPPORT OF ARCHIE COMIC PUBLICATIONS' MOTION FOR SUMMARY JUDGMENT**

I, Edward G. Spallone, declare under the pains and penalties of perjury under the laws of the United States of America and the State of New York that the following is true and correct. The following facts are based on my personal knowledge. If called to testify regarding these facts, I could and would so competently testify:

1. I am presently Assistant Controller at Marvel Entertainment LLC ("Marvel"), a publishing corporation located in New York, NY. I have been employed at Marvel since May 29, 2002.

2. Prior to working at Marvel I was employed at Archie Comic Publications, Inc. ("ACP"), a publishing corporation located in Mamaroneck, NY. I began working at ACP on November 18, 1993 as Accounting Manager. I supervised six (6) employees in the Accounting Department and reported directly to ACP's owners at the time, Michael Silberkleit and Richard Goldwater.

3. In late 1995 I was promoted to the position of Vice President of Finance at ACP. I left ACP's employ on April 3, 2002.

4. During my tenure at ACP, it was policy that all independent contractors sign work-for-hire agreements with ACP. Such agreements were necessary for my accounting department to process payment to the independent contractors for their work.

5. In 1996, ACP was updating its records, and required all independent contractors to sign new agreements with ACP, in part this was to ensure that each had completed a new health care election term within the agreement.

6. All independent contractors were required to sign the Revised Newsstand Comic Independent Contractor's Agreement ("Contractor's Agreement") which included the new health care election term, and this was the only change in the "revised" agreement. This can be seen in Mr. Penders' agreement.

7. Independent contractors who worked on ACP comic books featuring material used by ACP under license, including the Sonic the Hedgehog comic book series, were also required to sign a second agreement known as the ACP Licensed Comic Books Independent Contractor's Agreement ("Licensed Comic Books IC Agreement").

8. In November 1996, I remember working off of a prepared list of independent contractors who were to receive and sign the Contractor's Agreement and this list also indicated which contractors were to receive and sign both the Contractor's Agreement and Licensed Comic Books IC Agreement in order to fully cover all of the tasks performed by the various independent contractors.

9. In November 1996 I had two stacks of agreements, one stack of Contractor's Agreements and one stack of Licensed Comic Books IC Agreements. I handwrote the name of each independent contractor into the preamble of each applicable agreement. I left the address of

each independent contractor blank for the contractor to fill in personally. I also signed and dated the last page of each of the agreements in my capacity as the Vice President of Finance at ACP.

10. Two of each applicable agreement, each with my original signature and handwritten artist's name, were prepared. I then gave all of these executed contracts to the Business Office at ACP which prepared a cover letter to each of the independent contractors and asked them to counter-execute all copies, and send one copy back to ACP and keep one for their files. I recall this actually happening. Each independent contractor was mailed two copies of each agreement and one agreement or set of agreements was to be signed and returned to ACP for their records. The other agreement, or set of agreements as the case may have been, was to be retained by the independent contractor for his records.

11. I personally signed, dated, and otherwise prepared as stated above, two Contractor's Agreements and two Licensed Comic Books IC Agreements for counter-signature by Kenneth W. Penders, II ("Ken Penders"), one of ACP's independent contractors, attached here as Exhibit B and C.

12. After signing and preparing all of the agreements, I sent them to ACP's business office to be mailed. The agreements for Ken Penders' counter-signature were sent to ACP's business office in the same manner.

13. A composite exhibit containing representative sampling of agreements I signed and otherwise prepared on behalf of ACP for counter-execution by a slew of independent contractors working for ACP is attached as exhibit A. As the samples demonstrate, all of the agreements – including both Contractor's Agreements and Licensed Comic Books IC Agreements – were personally signed by me and dated November 25, 1996. I confirm that I did personally sign each of the agreements in Exhibit A on behalf of ACP on November 25, 1996.

As one can see, all of the dates for the signatures of the independent contractors are signed after mine; the date they signed is after I signed on November 25, 1996 because the copies they received in the mail for counter-execution were already signed by me.

14. Attached as Exhibit B is a true and accurate copy of the fully executed Contractor's Agreement for Ken Penders. I personally handwrote his name in the preamble and I signed this contract on behalf of ACP on November 25, 1996 in the manner described above. I confirm that I personally signed the Contractor's Agreement in exhibit B on November 25, 1996.

15. Attached as Exhibit C is a true and accurate copy of the fully executed Licensed Comic Books IC Agreement for Ken Penders. I personally handwrote his name in the preamble and I signed this contract on behalf of ACP on November 25, 1996 in the manner described above. I confirm that I personally signed the Licensed Comic Books IC Agreement in Exhibit C on November 25, 1996.

16. I know that ACP did in fact send these agreements signed by me out to Ken Penders and that ACP did receive these agreements back from Ken Penders, executed by him, several weeks later. Accordingly, I continued to process payments to Ken Penders for the work that he submitted and which was approved by ACP as reflected in the invoices which were approved by the then-current editor of the book for which he submitted material.

17. It is my distinct recollection from my experience as Accounting Manager and VP of Finance at ACP from 1993-2002, that Ken Penders, like all the independent contractors who signed these work-for-hire agreements with ACP, was never paid any royalties for reprints or any other fees over and above the fixed sum he was paid when he submitted his work to ACP. This is because he was never, and is not, entitled to any such additional fees under the agreements he signed with ACP.

I, Edward G. Spallone, declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed on February 4, 2012 at MIDDLESEX COUNTY, New ~~York.~~ Jersey

Edward G. Spallone

NOTARY BELOW:

RAYMOND T. McKINNEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 24, 2013